



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Consider Authorizing Mayor to Sign Urban County Cooperation Agreement

MEETING DATE: July 7, 1993

PREPARED BY: Community Development Director

RECOMMENDED ACTION: That the City Council authorize the Mayor to sign the Urban County Cooperation Agreement which establishes the basis for the distribution of Community Development Block Grant and HOME funds.

BACKGROUND INFORMATION: The agreement is different from what has been approved in the past in that instead of approving a separate agreement for each program, one agreement will apply to both.

FUNDING: None required.


James B. Schroeder
Community Development Director

Prepared by Eric Veerkamp

JBS/EV/cg

APPROVED



THOMAS A. PETERSON
City Manager



recycled paper

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1
2 URBAN COUNTY
3 COMMUNITY DEVELOPMENT BLOCK GRANT AND
4 HOME INVESTMENT PARTNERSHIP ACT
5 COOPERATION AGREEMENT

6 THIS AGREEMENT is entered into this 7th day of July, 1993, by and between the City of
7 Lodi, hereinafter referred to as **Recipient**, and the County of San Joaquin, hereinafter referred
8 to as **County**.

9 WHEREAS, the **Recipient** is a duly constituted corporation under the laws of the State of
10 California, and is empowered thereby to undertake essential community development and housing
11 assistance activities, specifically urban renewal and publicly assisted housing; and

12 WHEREAS, the **County** is duly constituted subdivision of the State of California, and is also
13 empowered by State law to undertake essential community development and housing assistance
14 activities, specifically urban renewal and publicly assisted housing; and

15 WHEREAS, Government Code Sections 6500, et seq., authorize two or more public agencies to
16 jointly exercise any power common to both; and

17 WHEREAS, the **County** shall be responsible for the application for grants available to the Urban
18 County; and

19 WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in
20 accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal
21 rules and regulations adopted pursuant thereto, whereby the parties shall jointly undertake community
22 development and housing assistance activities financed in whole or in part by Community Development
23 Block Grant (CDBG) funds; and

24 WHEREAS, the Department of Housing and Urban Development requires the **County**, as grant
25 applicant, to enter into written agreement with recipients of Home Investment Partnership Act (HOME)
26 funds, pursuant to 24 CFR 92.504.

27 NOW, THEREFORE, BE IT RESOLVED as follows:

- 1 I. The parties hereto agree to cooperate to undertake, or assist in undertaking, community
2 renewal and lower income housing assistance activities, specifically urban renewal and
3 publicly assisted housing, pursuant to the Housing and Community Development Act of
4 1974, as amended, and HOME Program guidelines, 24 CFR Part 92.
- 5 II. The parties agree that:
- 6 A. CDBG Allocation
- 7 Annual CDBG allocations will be distributed to the **Recipient** based on the criteria
8 contained in the Urban County Allocation Agreement adopted by both the
9 **Recipient** and the County.
- 10 B. CDBG Eligible Activities
- 11 Each activity undertaken shall meet one of the mandated national objectives, set
12 forth in 24 CFR 570.208. Final determination's of eligibility shall be made by the
13 **County**, and provided to the **Recipient**. Eligible activities may include the
14 following:
- 15 1. Activities which benefit low and moderate income persons. The
16 **Recipient** shall document income limits applied, and the point in time
17 when the benefit was determined.
- 18 2. Activities which benefit low and moderate income persons based on the
19 area served by the activity. The **Recipient** shall document:
- 20 a. The boundaries of the service area; and
21 b. The income characteristics of families and unrelated individuals
22 in the service area.
- 23 3. Activities which benefit low and moderate income persons because the
24 activity involves a facility or service designed for use by a limited clientele
25 consisting exclusively or predominantly of low and moderate income
26 persons. The **Recipient** shall document:

- 1 a. The facility or service is designed for, and used by, senior
2 citizens, handicapped persons, battered spouses, abused
3 children, the homeless, illiterate persons, or migrant farm workers
4 (presumptive low/mod benefit); or
- 5 b. The nature and, if applicable, the location of the facility or service
6 and that it is used predominantly by low and moderate income
7 persons; or
- 8 c. The size and annual income of the family of each person
9 receiving the benefit.
- 10 4. Activities which benefit low and moderate income persons based on the
11 creation of jobs. The Recipient shall provide:
- 12 a. A copy of a written agreement from each assisted business
13 containing:
- 14 (1) a commitment by the business that it will make at least
15 51% of the jobs available to low and moderate income
16 persons, and will provide training for any of these jobs
17 requiring special skills or education; and
- 18 (2) a listing by job title of the permanent jobs to be created,
19 which jobs require special skills or education, and which
20 jobs are part-time, if any; and
- 21 (3) a description of actions to be taken by the Recipient and
22 business to ensure that low/mod income persons receive
23 first consideration for these jobs.
- 24 b. A listing by job title of the permanent jobs filled, and which jobs
25 of those were available to low/mod income persons, and a listing

- 1 of low/mod income persons interviewed for a particular job; and
2 which low and moderate income persons were hired.
- 3 5. Activities which benefit low and moderate income persons based on the
4 retention of jobs. The Recipient shall provide:
- 5 a. Evidence that, in the absence of CDBG assistance, jobs would
6 be lost; and
7 b. For each business assisted, a listing by job title of permanent
8 jobs retained; and
9 c. For each retained job claimed to be held by a low/mod income
10 person, information of the size and annual income of the
11 person's family.
- 12 6. Activities which aid in the prevention or elimination of slums or blight
13 based on addressing one or more of the conditions which qualified an
14 area as a slum or blighted area. The Recipient shall provide:
- 15 a. The boundaries of the area; and
16 b. A description of the conditions which qualified the area at the
17 time of its designation in sufficient detail to demonstrate how the
18 area met the slum and/or blight criteria.
- 19 7. Activities which meet a community development need having a particular
20 urgency. The Recipient shall document:
- 21 a. The nature and degree of seriousness of the condition, requiring
22 assistance; and
23 b. That the CDBG activity was designed to address the urgent
24 need; and
25 c. The timing of the development of the serious condition; and

- d. Evidence that confirm that other financial resources to alleviate the need were not available.

C. CDBG Eligibility Determination

The **Recipient** shall demonstrate that an eligibility determination was made as prescribed in 24 CFR 570.201. Final determination's of eligibility shall be made by the **County**, and provided to the **Recipient**.

D. CDBG Property Acquisition or Improvement

The **Recipient** shall document any real property acquisition or improvement in whole or in part using CDBG funds that exceeds \$25,000. A subrecipient may not change the use, or planned use, of any such property, (including the beneficiaries of such use), from that for which the acquisition or improvement was made, for five years after the closeout of the grant, unless the **Recipient** provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change, and either:

1. The new use of such property qualifies as meeting one of the national objectives, and is not a building for the general conduct of government; or
2. The property is disposed of in a manner which results in the amount of the current fair market value of the CDBG funded acquisition or improvement, and the **Recipient's** CDBG Program is reimbursed in this amount.

E. CDBG Citizen Participation

The **Recipient** shall comply with the citizen participation requirements as follows:

1. Provide citizens with information concerning the amount of CDBG funds expected to be available; and

2. Provide citizens with the range of activities that may be undertaken with CDBG funds; and
3. Hold at least one public hearing to obtain citizen views on community needs; and
4. Publish community-wide, its proposed statement of community development objectives and projected use of CDBG funds so as to afford affected citizens the opportunity to comment.

F. CDBG Subrecipient Agreements

The **Recipient** shall enter into agreements with all subrecipients that, at a minimum, includes the requirements of this agreement, and the following:

1. Suspension or termination may occur if the subrecipient materially fails to comply with any term of the award in accordance with 24 CFR 85.43, and that the award may be terminated for convenience in accordance with 24 CFR 85.44; and
2. Where applicable the subrecipient will comply with conditions prescribed in 24 CFR 570.200(j) for the use of funds by religious organizations.

G. CDBG Recordkeeping

The **Recipient** shall establish and maintain sufficient records to enable The Department of Housing and Urban Development (HUD), to determine whether the **Recipient** has met the requirements of 24 CFR 570, Community Development Block Grant Program. At a minimum, the following records are needed:

1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds including its location the amount of CDBG funds budgeted, obligated and expended for the activity and the eligibility provision.

1 H. CDBG Reports

2 The Recipient shall submit the following performance and/or evaluation reports
3 to the County to facilitate mandated reporting to HUD:

- 4 1. A quarterly calendar report of progress and accomplishments for all
5 funded activities, to include a quantitative list of activity beneficiary
6 type(s); and
- 7 2. An annual equal employment opportunity report (HUD/EEO-4) on
8 Recipient employment, containing data as of June 30th; and
- 9 3. A semi-annual Minority Business Enterprise Report by March 30th,
10 indicating contract and subcontract activity during the first half of the
11 fiscal year and, by September 30th, a report on such activity during the
12 second half of the year; and
- 13 4. The Recipient's may be required to submit such other reports and infor-
14 mation as HUD determines are necessary to carry out its responsibilities.

15 I. CDBG Program Income

16 The Recipient shall inform the County of any program income generated by
17 expenditure of CDBG funds. Program income earned by the Recipient is to be
18 returned to the County or retained by the Recipient. Where program income is
19 to be retained by the Recipient, program income may be used only for eligible
20 activities, subject to all applicable requirements governing the use of CDBG
21 funds. When the subrecipient retains program income, program income shall be
22 substantially disbursed before additional drawdowns of grant funds are made for
23 the same activity. Upon close-out or change in status, the Recipient shall return
24 to the County all program income on-hand and received subsequent to close-out
25 or change in status.

26 J. CDBG Administration

1 As the primary general-purpose local government unit under the Housing and
2 Community Development Act of 1974, as amended, it shall be the responsibility
3 of the County to apply for grants, to administer all funds received, and to
4 undertake or assist in undertaking essential community development and housing
5 assistance activities.

6 1. The County shall maintain records in accordance with applicable statutes
7 and regulations and with approved accounting procedures, and said
8 records shall be available for public inspection at all times; and

9 2. The County and the Recipient shall take all required actions necessary
10 to comply with:

11 a. Section 104 (b) of Title I of the Housing and Community Devel-
12 opment Act of 1974, as amended, including Title VI of the Civil
13 Rights Act of 1964, Title VIII of the Civil Rights Act of 1968,
14 Section 109 of Title I of the Housing and Community Develop-
15 ment Act of 1974, and other applicable laws, and

16 b. Provision of the National Environmental Policy Act of 1969.

17 K. CDBG Uniform Administrative Requirements

18 The Recipient shall comply with applicable uniform administrative requirements,
19 as described in 24 CFR 570.502 and the Urban County's certification required by
20 Section 104 (b) of Title I the Housing and Community Development Act of 1974,
21 as amended including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil
22 Rights Act of 1968, Section 109 of Title I of the Housing and Community
23 Development Act of 1975, and other applicable laws.

24 L. Reversion of CDBG Assets

1 The Recipient and any of its subrecipients shall, at the expiration of the CDBG
2 grant, transfer to the County any CDBG funds on hand at the time of expiration,
3 and any accounts receivable attributable to the use of CDBG funds.

4 M. CDBG Audit

5 Annually, the Recipient shall undertake an audit of its entire operation, by an
6 independent auditor, in accordance with generally acceptable government
7 auditing standards covering financial audits. Results of this audit shall be
8 forwarded to the County within 30 days of completion of the audit. Additionally,
9 the Recipient and any subrecipients of CDBG funds shall make available for
10 review all documentation related to the utilization of CDBG funds upon notification
11 by HUD, the County or their designated agents.

12 N. CDBG Property and Acquisition

13 Property records are to be maintained for all equipment acquired with CDBG
14 funds having an initial acquisition cost of \$5,000 or more. A copy of the property
15 record should be forwarded to the County upon receipt of the equipment.

16 O. CDBG Subrecipient Agreement

17 Pursuant to 24 CFR 570.501 (b), the Recipient is subject to the same require-
18 ments applicable to subrecipients, including the requirement of a written
19 agreement set forth in 24 CFR 570.503.

20 III. The parties further agree that:

21 A. HOME Allocation:

22 Annual HOME allocations will be distributed to the Recipient based upon the
23 formula established within the Urban County Allocation Agreement. The HOME
24 allocation will be reduced by 15% to meet HUD's Community Housing Develop-
25 ment Organization (CHDO) set-aside mandate and up to 10% to cover costs
26 related to compliance with HOME administrative requirements. An additional 5%

1 of the HOME allocation may be set-aside for CHDO administrative related
2 expenses. The net HOME allocation will be used as the basis for the Urban
3 County allocation of funds. Once the Recipient is informed of its HOME
4 allocation, the Recipient will submit a detailed listing of activities to be performed,
5 a schedule for completing the activities, and a budget.

6 B. HOME Eligible Activities:

7 HOME funds may only be used for eligible activities as reflected in 24 CFR
8 92.205. Eligible activities include:

- 9 1. Moderate Rehabilitation - construction to an existing structure where the
10 average total development cost is less than or equal to \$25,000.
- 11 2. Substantial Rehabilitation - Rehabilitation where the average total
12 development cost of the project is greater than \$25,000.
- 13 3. Conversion - Conversion of an existing structure from an alternative use
14 to affordable residential housing.
- 15 4. Reconstruction - Building a new structure on an existing foundation.
- 16 5. New Construction - Newly build residential project.
- 17 6. Tenant Based Assistance - Rental assistance to eligible tenants.
- 18 7. Acquisition of Property
- 19 8. Relocation Costs
- 20 9. Administrative Costs - Limited to 10% of annual allocation. (Reserved for
21 actual HOME program administration by the participating jurisdiction.)
- 22 10. Project Soft Costs:
 - 23 a. Finance related costs
 - 24 b. Pre-construction related costs
 - 25 c. Project audit costs
 - 26 d. Affirmative marketing and fair housing

1 C. HOME Income Targeting

2 HOME funds may only be used in pursuit of providing affordable housing for low
3 income and very low income families and individuals; 100% of HOME funds must
4 be used to benefit families and individuals whose annual income falls at or below
5 80% of the County median income.

6 1. Rental Housing -

7 a. At least 90% of HOME funds must be invested in units that are
8 occupied by families whose incomes do not exceed 60% of the
9 median family income for the area; and

10 b. The remaining funds (up to 10%) must be invested in units
11 occupied by families below 80% of median income, and if a
12 rental housing project has 3 or more units, 20% of HOME monies
13 must be spent on units occupied by families whose incomes are
14 less than or equal to 50% of the median family income for the
15 area.

16 2. Homeownership -

17 a. HOME funds must benefit first-time homebuyers, existing low-
18 income homeowners whose family incomes are at or below 80%
19 of the area median income.

20 D. Home Affordability

21 1. Rental Housing

22 a. HOME assisted unit rents must be at or below the lesser of
23 either:

24 (1) The existing Section 8 Fair Market Rent, or

(2) 30% of the adjusted income of a family whose income is less than or equal to 80% of the median income for the area (High Home Rent);

b. Remain affordable for the following terms based on the average HOME subsidy per unit:

Rehabilitation of up to \$15,000	5 years
Rehabilitation off \$15,000 - \$40,000	10 years
Rehabilitation of \$40,000 +	15 years
New Construction (any amount)	20 years

c. Have at least 20% of a project's units occupied by very low-income families paying not more than 30% of monthly adjusted gross income for rent.

2. Homeownership-

Benefit first time homebuyer whose family income is at or below 80% of the area median income, and the purchase price of the property must be less than 90% of the median area purchase price.

3. To insure compliance with the aforementioned affordability criteria, a Deed of Trust shall be recorded on the benefiting property securing the HOME investment. The County of San Joaquin shall be named as beneficiary on the Deed of Trust. In the event of default or prepayment, and subsequent liquidation of debt, the County will credit the Recipients HOME account equal to the liquidated amount.

E. Maximum Per Unit HOME Subsidy

The maximum per unit subsidy for San Joaquin County is:

0 Bedrooms	\$54,870
1 Bedroom	\$62,898

2 Bedrooms	\$76,483
3 Bedrooms	\$98,943
4 Bedrooms	\$108,609

F. HOME Repayments

Repayment, interest, and other return on the investment of HOME funds are to be remitted to the County to be used later by the Recipient for subsequent HOME eligible activities

G. Uniform Administrative Requirements for HOME

The Recipient shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 92.505(a).

H. HOME Housing Quality Standards

Owners of rental housing assisted with HOME funds must maintain the housing in compliance with applicable Housing Quality Standards and local code requirements for the duration of the agreement (for a period of 5-20 years, or longer if FHA insurance is used).

I. Other Federal Requirements

The Recipient shall comply with the following federal requirements when making HOME funds available.

1. Equal Opportunity - No person in the United States shall, on the grounds of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

- a. Fair Housing Act and implementing regulations at 24 CFR part 100; E.O. 11063, as amended by E.O. 12259 (Equal Opportunity in Housing) and implementing regulations at 24 CFR 107; and

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Title VI of the Civil Rights Act of 1964 (Nondiscrimination in Federally Assisted Programs).

- b. Age Discrimination Act of 1975 and implementing regulations and the prohibition against discrimination against handicapped individuals under Sec. 504 of the Rehabilitation Act of 1973 and implementing regulations.
- c. The requirements of E.O. 11246 (Equal Opportunity Employment) and implementing regulations.
- d. The requirements of E.O. 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

2. Fair Housing - The Recipient will affirmatively further fair housing.

J. Affirmative Marketing

The Recipient shall establish affirmative marketing procedures and requirements for HOME assisted housing containing five or more housing units.

K. HOME Flood Insurance

HOME funds may not be used with respect to acquisition, new construction or rehabilitation of a project located in an area identified by FEMA as having special flood hazards, unless the Recipient's community is participating in the National Flood Insurance Program, and flood insurance is obtained as a condition of approval of the commitment.

L. HOME Disbursements

Disbursement requests must be made through the County. Disbursements will not be made until needed for payment.

M. HOME Subrecipient Agreement

1 The **Recipient** must enter into an agreement with all subrecipients of HOME
2 funds ensuring compliance with HOME Program requirements. The agreement
3 should include each of the parts stated in 24 CFR Part 92.504.

4 N. Community Housing Development Organization (CHDO)

5 This set-aside will be placed in an established fund, and will be distributed
6 annually, in a lump sum, to a qualified CHDO performing a HOME eligible activity.
7 The selection of a qualified CHDO will be conducted by a committee, consisting
8 of a representative from each Urban County jurisdiction.

9 O. HOME Matching Funds

10 The **Recipient** shall contribute any matching funds for rental assistance;
11 rehabilitation and substantial rehabilitation; and new construction for HOME
12 assisted projects, as required by HUD. Any matching requirement for HOME
13 funds allocated in FY 1992 is waived.

14 P. HOME Recordkeeping

15 The **Recipient** shall maintain the following records, subject to audit:

- 16 1. Source of funds for each project;
- 17 2. Efforts to maximize participation by the private sector in HOME funded
18 projects;
- 19 3. Description of each activity assisted with HOME funds, to include census
20 tract location, the amount of HOME funds budgeted, committed and
21 expended for the activity;
- 22 4. Documentation demonstrating compliance with match requirements;
- 23 5. For each family assisted, records that demonstrate income targeting, and
24 unit affordability;
- 25 6. Documentation of equal opportunity and fair housing compliance;

- 1 7. Documentation and data on the steps taken to implement the Recipient
2 outreach program to minority and female owned businesses; and
3 8. Records to demonstrate compliance with environmental review require-
4 ments.

5 Q. HOME Record Retention

6 Records must be retained for three years after closeout of funds, and/or three
7 years after period of affordability expires.

8 R. HOME Reports

9 Annually, by September 15th, a report prepared by the Recipient shall be
10 submitted to the County and shall include at a minimum:

- 11 1. Analysis of the Recipient's efforts to maximize participation by the private
12 sector;
13 2. An analysis of the extent to which HOME funds were distributed among
14 different housing categories;
15 3. An assessment of the Recipient's minority outreach program, including
16 analysis of participation by minorities and women and entities owned by
17 minorities and women; and
18 4. A listing of housing related activities benefiting low income persons
19 undertaken in the Recipient's jurisdiction, assisted with federal, non-
20 federal or private funds.

21 S. Reversion of HOME Assets

22 The Recipient and any of its subrecipients shall, at the expiration of this
23 agreement, transfer to the County any HOME funds on hand at the time of
24 expiration, and any accounts receivable attributable to the use of HOME funds.

25 T. HOME Certifications

1 The Recipient certifies to the County it is in compliance with the Certifications
2 included within Attachment 2.

3 U. Use of HOME Funds

- 4 1. HOME funds must be obligated by the Recipient to a specific project
5 within 15 months of award. CHDO set-aside must be obligated within 18
6 months of award.
- 7 2. If the Recipient determines that it cannot obligate its allocation within 15
8 months of award, a bank will be established where unobligated HOME
9 allocations will be placed for use by jurisdictions who have identified a
10 HOME eligible project(s). Any jurisdiction using a Recipient's banked
11 HOME allocation, will owe the Recipient an equal amount of subsequent
12 HOME allocations.

13 IV. Environmental Standards

14 Prior to the commencement of each HOME and CDBG funded activity, the Recipient will
15 complete all mandated environmental reviews in compliance with 24 CFR Part 58,
16 Environmental Review Procedures for Community Development Block Grants. The
17 County will determine the required environmental review procedure to be completed for
18 each activity, and provide technical assistance to facilitate compliance.

19 V. Certifications & Disclosures

20 Attachment 1 includes Grantee Certifications which are mandated by HUD. The
21 Recipient shall certify that it has adopted and will enforce policies as follows:

- 22 A. Drug free work place.
- 23 B. Prohibition of excessive use of force within Recipient's jurisdiction.
- 24 C. Enforce state laws against physically barring entrance to or exit from facilities
25 subject to non-violent civil rights demonstrations

26 The Recipient shall certify and disclose to the County accordingly.

1 VI. Term Of Agreement

2 The terms of this Agreement shall apply to activities which will be funded from Fiscal
3 Years 1994-1996 CDBG allocations and HOME allocations from Federal Fiscal Years 1992-
4 1996.

5 A. Any notice of intent to terminate or withdraw from this Agreement by either of the
6 parties hereto shall have no effect until September 30, 1996, the end of the three
7 year Urban County qualification period and such additional time that may be
8 required for the expenditure of funds, granted to the County for such period.

9 B. This Agreement shall remain in effect during any period that Recipient or any
10 subrecipients of CDBG funds have control over CDBG or HOME funds, including
11 program income.

12 C. This agreement will automatically renew at the end of the three year Urban
13 County qualification period, if no changes to the agreement are required by HUD
14 that would require the execution of a new agreement. The renewal period will
15 coincide with the period of subsequent Urban County qualification.

16 VII. Fair Housing

17 CDBG or HOME funding for activities in or in support of any cooperating unit of general
18 local government that does not affirmatively further fair housing within its own jurisdiction
19 or that impedes the County's actions to comply with its fair housing certification is
20 prohibited.

21 VIII. Amendments

22 As CDBG or HOME requirements change, the terms of this Agreement will change.
23 CDBG and HOME program changes affecting this Agreement shall be attached
24 unilaterally by the County as amendments to this Agreement. A copy of all amendments
25 shall be forwarded to the Recipient.

26 IX. Other Programs

1 That by executing this agreement the Recipient:

- 2 A. May not apply for grants under the Small Cities or State CDBG Programs for
3 fiscal years in which it is a participant in the Urban County CDBG program; and
4 B. May not participate in HOME consortium except through the Urban County.

5
6 IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first
7 above written.

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9 COUNTY

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11 By: _____
12 WILLIAM N. SOUSA, Chairman
13 Board of Supervisors
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16
17 ATTEST: JORETTA J. HAYDE
18 Clerk of the Board of Supervisors
19 of the County San Joaquin,
20 State of California

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22 By: _____
23 Deputy Clerk
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26 APPROVED AS TO FORM:

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28 JOHN F. CHEADLE
29 County COUNSEL
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31 By: _____
32 EDWARD R. BURROUGHS
33 Deputy County Counsel
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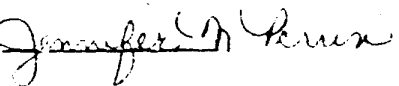
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RECIPIENT

By: 
Phillip A. Pennino Mayor
City of Lodi

ATTEST:

Jennifer M. Ferris City Clerk
City of Lodi

By: 

COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the grantee certifies that:

- (a) It possesses legal authority to make a grant submission and to execute a community development and housing program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the final statement and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required;
- (c) Prior to submission of its final statement to HUD, the grantee has:
 - 1. Met the citizen participation requirements of §570.301(b);
 - 2. Prepared its final statement of community development objectives and projected use of funds in accordance with §570.301(c) and made the final statement available to the public;
- (d) It is following a detailed citizen participation plan which:
 - 1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
 - 2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the

regulations of the Secretary, and relating to the actual use of funds under the Act;

3. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
 4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 6. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (e) The grant will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d et seq.); and
 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (f) It will affirmatively further fair housing;
- (g) It has developed its final statement of projected use of funds so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the final statement of projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community,

Exhibit 4-2

and other financial resources are not available); except that the aggregate use of CDBG funds received under section 106 of the Act, and if applicable, under section 108 of the Act, during program year(s) 199_____(a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit such persons during such period;

- (h) It has developed a community development plan, for the period specified in paragraph (g) above, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Act;
- (i) It is following a current comprehensive housing affordability strategy (CHAS) which has been approved by HUD pursuant to §570.306 and Part 91, and that any housing activities to be assisted with CDBG funds will be consistent with the CHAS;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with \$570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under \$570.606(b) and Federal implementing regulations; and the requirements in \$570.606(c) governing the residential antidisplacement and relocation assistance plan under section 104(d) of the Act (including a certification that the grantee is following such a plan); and the relocation requirements of \$570.606(d) governing optional relocation assistance under section 105(a)(11) of the Act;
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

Exhibit 4-2

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here; and

- (p) It will comply with the other provisions of the Act and with other applicable laws.

Signature

Date

Title

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which entitlement grantees certify).
4. For grantees who are individuals, Alternate II applies. (Not applicable to CDBG Entitlement grantees.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the

grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).